



COLONEL JOHN W. HAYDEN JR., POLICE COMMISSIONER

Service, Integrity, Leadership And Fair Treatment To All

METROPOLITAN POLICE DEPARTMENT

CITY OF ST. LOUIS – 1915 Olive Street - ST. LOUIS, MISSOURI 63103

July 11, 2019

MuckRock News
Attn: Emma Best
Dept. MR 75950
411A Highland Ave.
Somerville, MA 02144-2516

Dear Ms. Best:

Please see enclosed records responsive to your Sunshine request regarding MOAs/MOUs involving Immigration and Customs Enforcement.

This matter is considered closed.

Respectfully,

A handwritten signature in black ink that reads "Barbara Manuel-Crossman". The signature is fluid and cursive.

Barbara Manuel-Crossman
Sunshine Law Coordinator

MuckRock News
DEPT MR 75950
411A Highland Ave
Somerville, MA 02144-2516
75950-54557191@requests.muckrock.com

St. Louis Metropolitan Police Department
The Missouri Sunshine Law Office
#773
1915 Olive Street
St. Louis, MO 63103

ST. LOUIS
METROPOLITAN POLICE
RECORDS DIVISION
2019 JUL - 1 P 3:24

June 26, 2019

To Whom It May Concern:

Pursuant to the The Missouri Sunshine Law, I hereby request the following records:

Copies of any Memoranda of Agreement (MOAs), Memoranda of Understanding (MOUs), memoranda of agreement or other liaison, information sharing or prisoner/detainee transfer agreements or delegations of authority with or involving Immigration and Customs Enforcement signed or otherwise put into effect between March 1, 2003 and the present. This includes but is not limited to any agreements entered into under or a result of Section 287(g) of the Immigration and Nationality Act.

I am a member of the news media and request classification as such. I have previously written about the government and its activities, with some reaching over 100,000 readers. As such, as I have a reasonable expectation of publication and my editorial and writing skills are well established. In addition, I discuss and comment on the files online and make them available through non-profits such as the Internet Archive and MuckRock, disseminating them to a large audience. While my research is not limited to this, a great deal of it, including this, focuses on the activities and attitudes of the government itself. As such, it is not necessary for me to demonstrate the relevance of this particular subject in advance.

As my primary purpose is to inform about government activities by reporting on it and making the raw data available, I request that fees be waived.

The requested documents will be made available to the general public, and this request is not being made for commercial purposes.

In the event that there are fees, I would be grateful if you would inform me of the total charges in advance of fulfilling my request. I would prefer the request filled electronically, by e-mail attachment if available or CD-ROM if not.

Thank you in advance for your anticipated cooperation in this matter. I look forward to receiving your response to this request within 3 business days, as the statute requires.

Sincerely,

MuckRock News
DEPT MR 75950
411A Highland Ave
Somerville, MA 02144-2516
75950-54557191@requests.muckrock.com

Emma Best

Filed via MuckRock.com
E-mail (Preferred): 75950-54557191@requests.muckrock.com

For mailed responses, please address (see note):
MuckRock News
DEPT MR 75950
411A Highland Ave
Somerville, MA 02144-2516

PLEASE NOTE: This request is not filed by a MuckRock staff member, but is being sent through MuckRock by the above in order to better track, share, and manage public records requests. Also note that improperly addressed (i.e., with the requester's name rather than "MuckRock News" and the department number) requests might be returned as undeliverable.

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN
IMMIGRATION AND CUSTOMS ENFORCEMENT AND LOCAL,
COUNTY, OR STATE LAW ENFORCEMENT AGENCY FOR THE
REIMBURSEMENT OF JOINT OPERATIONS EXPENSES FROM
THE TREASURY FORFEITURE FUND**

This MOU is entered into by the City of St. Louis (NCIC CODE #MOSPD0024) and Immigration and Customs Enforcement (ICE), Homeland Security Investigations (HSI) Special Agent in Charge (SAC) Kansas City for the purpose of the reimbursement of costs incurred by the City of St. Louis in providing resources to joint operations/task forces.

Payments may be made to the extent they are included in the ICE Fiscal Year Plan, and the money is available within the Treasury Forfeiture Fund to satisfy the request(s) for the reimbursement of overtime expenses and other law enforcement expenses related to joint operations.

I. LIFE OF THIS MOU

This MOU becomes effective on the date it is signed by both parties. It remains in force until two years from the date of signature or unless explicitly terminated, in writing, by either party.

II. AUTHORITY

This MOU is established pursuant to the provisions of 31 USC 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses incurred by local, county, and state law enforcement agencies as participants of joint operations/task forces with a federal agency participating in the Treasury Forfeiture Fund.

III. PURPOSE OF THIS MOU

This MOU establishes the responsibilities of both parties and the procedures for the reimbursement of certain overtime expenses and other law enforcement expenses pursuant to 31 USC 9703.

IV. APPLICABILITY OF THIS MOU

This MOU is valid for all joint investigations led by ICE-HSI SAC Kansas City, with the participation of the City of St. Louis, and until terminated, in writing, by either party.

V. TERMS, CONDITIONS, AND PROCEDURES

A. Assignment of Officer(s)

To the maximum extent possible, the City of St. Louis shall assign dedicated officers to any investigation or joint operation and shall provide the ICE SAC Kansas City with the names, titles, and hourly overtime wages of the officer(s) assigned to the joint operation. This information must be updated as necessary.

B. Submission of Requests for Reimbursement (Invoices) and Supporting Documentation

1. The City of St. Louis may request the reimbursement of overtime salary expenses directly related to work on a joint operation with ICE SAC Kansas City, performed by its officer(s) assigned to this joint operation. In addition, the City of St. Louis may request reimbursement of other investigative expenses, such as travel, fuel, training, equipment and other similar costs, incurred by officer(s) assigned as members of the designated joint operations with the ICE SAC Kansas City.

The City of St. Louis **may not** request the reimbursement of the same expenses from any other Federal law enforcement agencies that may also be participating in the investigation.

2. **Reimbursement payments will not be made by check.** To receive reimbursement payments, the City of St. Louis must ensure that Customs and Border Protection, National Finance Center (CBP/NFC) has a current ACH Form on file with the agency's bank account information, for the purposes of Electronic Funds Transfer. The ACH Form must be sent to the following address:

CBP National Finance Center
Attn: Forfeiture Fund
6026 LAKESIDE BLVD.
INDIANAPOLIS, IN 46278

If any changes occur in the law enforcement agency's bank account information, a new ACH Form must be filled out and sent to the CBP/NFC as soon as possible.

3. In order to receive the reimbursement of officers' overtime and other expenses related to joint operations, the City of St. Louis must submit to ICE SAC Kansas City the TEOAF Form "Local, County, and State Law Enforcement Agency Request for Reimbursement of Joint Operations Expenses (Invoice)", signed by an authorized representative of that agency and accompanied by supporting documents such as copies of time sheets and receipts.
4. The City of St. Louis remains fully responsible, as the employer of the officer(s) assigned to the investigation, for the payment of overtime salaries and related benefits such as tax withholdings, insurance coverage, and all other requirements under the law, regulation, ordinance, or contract, regardless of the reimbursable overtime charges incurred. Treasury Forfeiture Fund reimburses overtime salaries. Benefits are not reimbursable.
5. The maximum reimbursement entitlement for overtime worked on behalf of the joint investigation is set at \$15,000 per officer per year.
6. The City of St. Louis will submit all requests for the reimbursement of joint operations' expenses to ICE SAC Kansas City at the following physical address or your local HSI point of contact:

Attn: SLOT Coordinator
Homeland Security Investigations
4100 N Mulberry Suite 225
Kansas City, Missouri 64116
816-854-1054

VI. PROGRAM AUDIT

This MOU and its provisions are subject to audit by ICE, the Department of the Treasury Office of Inspector General, the General Accounting Office, and other government designated auditors. The City of St. Louis agrees to permit such audits and agrees to maintain all records relating to these transactions for a period not less than three years; and in the event of an on-going audit, until the audit is completed.

These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts of expenditures related to this MOU, as well as interviews of any and all personnel involved in these transactions.

VII. REVISIONS

The terms of this MOU may be amended upon the written approval by both parties. The revision becomes effective on the date of approval.

VIII. NO PRIVATE RIGHT CREATED

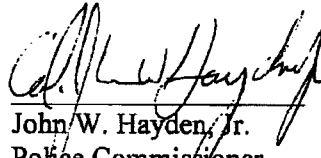
This is an internal government MOU between the ICE SAC Kansas City and the City of St. Louis, and is not intended to confer any right or benefit to any private person or party.

Signatures:



Ronnie A. Martinez
Acting Special Agent in Charge
Immigration & Customs Enforcement
SAC Kansas City

Date: 2/25/19



John W. Hayden, Jr.
Police Commissioner
City of St. Louis

Date: 3-5-19

COUNTERSIGNED BY:

Comptroller Date

APPROVED AS TO FORM BY:

City Counselor Date

ATTESTED TO BY:

Register Date